

JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

12 In re AFTERMARKET AUTOMOTIVE ) No. MDL 09-2007-GW(PJWx)  
13 LIGHTING PRODUCTS ANTITRUST )  
LITIGATION ) Member Case:

**CV 08-7204-GW(PJWx)**

FINAL JUDGMENT ORDER AS TO  
TYC BROTHER INDUSTRIAL CO.  
LTD. AND GENERA  
CORPORATION.

Date: May 5, 2014  
Time: 8:30 a.m.  
Courtroom: 10  
HON. GEORGE H. WU

1       On January 9, 2014, the Court entered an Order Granting Preliminary Approval  
 2 of the Proposed Settlements with Defendants TYC Brother Industrial Co. Ltd. and  
 3 Genera Corporation.<sup>1</sup> Dkt. No. 817 (“Preliminary Approval Order”). That  
 4 Preliminary Approval Order specified the manner in which Garden City Group,  
 5 Inc. (the “Claims Administrator”) was to provide Class Notice to the Settlement Class.

6       Within ten (10) days of the filing of the Preliminary Approval Motion, TYC  
 7 complied with the requirements of 28 U.S.C. §1715(b) by serving the appropriate  
 8 documents and other information on the appropriate state and Federal officials.

9       Following the dissemination of Class Notice and Election Form, Class members  
 10 were given an opportunity to comment or object to the Settlement Agreement and/or  
 11 to Class Counsel’s request for fees and expenses. A Fairness Hearing was held on  
 12 May 5, 2014, at which time all interested persons were given a full opportunity to  
 13 state any objections to the Settlement Agreement. The Fairness Hearing was more  
 14 than 90 days after TYC provided notice as required by 28 U.S.C. §1715(d) and 101  
 15 days after the Class was provided Notice pursuant to ¶¶6-8 of the Preliminary  
 16 Approval Order.

17       Having read and fully considered the terms of the Settlement Agreement with  
 18 TYC (attached as Exhibit A to Dkt. 811-2)<sup>2</sup>, and all submissions made in connection  
 19 with them, and the Motion for an Award of Attorneys’ Fees and Expenses (Dkt. No.  
 20 825), the Court finds that that there is no just reason for delay, and therefore expressly  
 21 directs the entry of Final Judgment as to TYC. The Settlement Agreement should be  
 22 finally approved and TYC dismissed with prejudice as to all Class Members who have  
 23 not excluded themselves from the Class.

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25       <sup>1</sup> TYC Brother Industrial Co. Ltd. and General Corporation are collectively  
 26 referred to herein as “TYC.”

27       <sup>2</sup> All capitalized terms used in this Order have the meaning as defined in the  
 28 Settlement Agreement, which are incorporated herein by reference.

1 IT IS HEREBY ORDERED that:

2 1. The Court hereby approves the terms of the Settlement Agreement as  
3 fair, reasonable, and adequate as it applies to the Class, and directs consummation of  
4 all its terms and provisions.

5 2. The Settlement Agreement shall be binding on TYC and all Plaintiffs,  
6 including all members of the Class pursuant to the Settlement Agreement.

7 3. The Court dismisses on the merits and with prejudice the Amended  
8 Consolidated Class Action Complaint as to TYC. Upon the Effective Date, Settling  
9 Plaintiffs (the “Releasors”) shall be deemed to have, and by operation of the Final  
10 Order and Judgment shall have, released, acquitted and forever discharged from any  
11 and all claims, demands, actions, suits, causes of action, whether class, individual, or  
12 otherwise in nature (whether or not any Settling Plaintiff has objected to the  
13 Settlement or makes a claim or participates in the Settlement Fund), whether directly,  
14 representatively, derivatively or in any other capacity that Releasors, or each of them,  
15 ever had, now has, or hereafter can, shall, or may have on account of, related to, or in  
16 any way arising out of or relating in any way to Releasees (or any of them) concerning  
17 the pricing, production, development, or sale of Aftermarket Automotive Lighting  
18 Products during the period from July 29, 2001 to February 10, 2009, as alleged in the  
19 Amended Consolidated Class Action Complaint. All members of the Class who did  
20 not duly request exclusion from the Class in the time and manner provided for in the  
21 Notice of Class Certification, Proposed Action Settlement with Certain Defendants  
22 and Final Approval Hearing, mailed by the Class Administrator via first class mail on  
23 November 22, 2011 (Dkt. No. 440-2, ¶5), are hereby barred, permanently enjoined,  
24 and restrained from commencing or prosecuting any action, suit, proceeding, claim, or  
25 cause of action in any jurisdiction or court against TYC or any of the other entities or  
26 persons who are to be discharged as noticed above, based upon, relating to, or arising

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1 out of, any of the matters which are discharged and released pursuant to the  
2 Settlement Agreement.

3       4. If the Settlement Agreement becomes null and void pursuant to the terms  
4 of the Settlement Agreement, this Final Order and Judgment shall be deemed vacated  
5 and shall have no force or effect whatsoever.

6       5. Having reviewed the unopposed Motion for an Award of Attorneys' Fees  
7 and Expenses and all documents filed in relation thereto, to which no entity objected,  
8 the Court concludes that an amount equal to 30% of the Settlement Fund, \$7,500,000,  
9 shall be awarded to Co-Lead Counsel for fees related to the prosecution of this action  
10 and \$1,403,112.08 shall be awarded as reimbursement for actual expenses incurred by  
11 Co-Lead Counsel, which were not reimbursed from prior settlements. The Court  
12 adopts the Proposed Judgment and finds that Co-Lead Counsel have expended  
13 substantial and skilled time and efforts in an efficient manner to bring this action to  
14 conclusion. These efforts included, but were not limited to, engaging in lengthy and  
15 independent factual investigation and informal discovery, lengthy formal discovery of  
16 both parties and non-parties, interviewing witnesses, preparing for and conducting  
17 depositions both domestically and abroad, briefing numerous motions, obtaining class  
18 certification and engaging in numerous arms-length settlement discussions and  
19 meetings, including mediation, with TYC, preparing for trial, and posturing the case  
20 for an efficient and substantial recovery for the Class. Additionally, the Court finds  
21 that this award is commensurate with the level of skill displayed by Co-Lead Counsel  
22 throughout the prosecution of this action. And finally, the Court finds that this award  
23 is appropriate in light of the contingent nature of Co-Lead Counsel's fees and  
24 reimbursement of their expenses and the risk associated with these types of cases.  
25 Given all these factors, and after a review of the complete record, the Court finds the  
26 amount awarded to be reasonable and fair.

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1       6. Pursuant to the Settlement Agreement and Plan of Administration and  
2 Distribution, out-of pocket expenses incurred by Counsel in the amount of  
3 \$1,403,112.08 shall be reimbursed from the first Settlement Fund installment payment  
4 and the attorneys' fees shall distributed in equal shares from the three (3) Settlement  
5 Fund installments. Within ten (10) business days of this Order, the escrow officer is  
6 directed to wire transfer the first share of the \$7,500,000 fee award, which is  
7 \$4,050,000 in attorneys' fees, and out-of pocket expenses incurred by Counsel in the  
8 amount of \$1,403,112.08 to a bank account identified by Co-Lead Counsel.

9       7. Within ten (10) business days of the receipt of the second installment of  
10 \$6,900,000, due on or before December 31, 2014, the escrow officer is directed to  
11 wire transfer the second share of the \$7,500,000 attorney fee award, or \$2,070,000 to  
12 a bank account identified by Co-Lead Counsel.

13       8. Within ten (10) business days of the receipt of the second installment of  
14 \$4,600,000, due on or before December 31, 2015, the escrow officer is directed to  
15 wire transfer the second share of the \$7,500,000 attorney fee award, or \$1,380,000 to  
16 a bank account identified by Co-Lead Counsel

17       9. Without affecting the finality of the Final Order and Judgment in any  
18 way, the Court reserves continuing and exclusive jurisdiction over the parties,  
19 including all Class members as defined above, and the execution, consummation,  
20 administration, and enforcement of the terms of the Settlement Agreement.

21       10. The Plan of Administration and Distribution, annexed as Exhibit B to the  
22 Declaration of Jason S. Hartley in Support of Plaintiffs' Motion for Preliminary  
23 Approval of Settlement with TYC Brother Industrial Co, Ltd and Genera  
24 Corporation., which was previously filed with the Court on December 16, 2013 (Dkt.  
25 No. 811-2), is hereby approved.

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1 The Clerk is directed to enter this Final Order and Judgment forthwith.

DATED: May 14, 2014

THE HONORABLE GEORGE H. WU  
UNITED STATES DISTRICT JUDGE

Submitted by:

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